

**EXHIBIT E**  
**DRAFT MAINTENANCE PLAN**

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## **INTRODUCTION**

This Maintenance Plan between \_\_\_\_\_ (hereinafter referred to as the “Concessioner”) and the National Park Service, (hereinafter referred to as the “Service”) will serve as a supplement to Concession Contract CC-ZION003-09 (hereinafter referred to as the “Contract”). Zion National Park will be referred to as "Area" and the United States Department of the Interior will be referred to as "DOI". It sets forth Facility Management responsibilities of the Concessioner and the Service with regard to those lands and facilities within Zion National Park that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any apparent conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including its designations and amendments, will control.

This plan shall remain in effect until superseded or amended. It will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of Zion National Park. Revisions may not be inconsistent with the terms and conditions of the main body of this Contract. Revisions must be reasonable and in furtherance of the purposes of this Contract. Revisions may also reflect changes to Service guidelines regarding Facility Management.

### **1) General Standards for Concessioner Assigned Facilities**

Pursuant to the Contract, the Concessioner must manage the Concession Facilities in a manner that is acceptable to the Service. This Maintenance Plan defines the necessary standards and the Facility Management relationship between the Concessioner and the Service. Both the Concessioner and the Service have specific responsibilities as outlined in the Contract and this plan. Importantly, the Contract prohibits the Concessioner from constructing or installing any Capital Improvements, as that term is defined in Applicable Laws, including, without limitation, 36 C.F.R. § 51.51, that may otherwise have allowed the Concessioner to obtain a leasehold surrender interest in the Concession Facilities. The Concessioner and the Service must meet their obligations under the Contract, including this Maintenance Plan, consistent with the prohibition on the Concessioner obtaining any leasehold surrender interest.

The Zion Lodge complex is a National Landmark District. It includes forty Western Cabins and several other buildings listed in the National Register of Historic Places. Under these designations, the Concessioner must maintain the Concession Facilities according to the Secretary of the Interior’s Standards for Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings, the Secretary of the Interior’s Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes and the Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings. The Secretary of the Interior’s Standards are available at [www.cr.nps.gov/hps/tps/secstan1.htm](http://www.cr.nps.gov/hps/tps/secstan1.htm).

### **2) Definitions**

In addition to all the defined terms contained in the Contract and all other Exhibits, and in 36 CFR 51, the following definitions apply to this Maintenance Plan.

- (1) **Asset** – Real or Personal Property that the NPS desires to track and manage as a distinct identifiable entity. It may be a physical structure or grouping of structures,

land features, or other tangible property that has a specific service or function such as a farm, cemetery, campground, marina, or sewage treatment plant. The term “Asset” also applies to movable items such as vehicles and equipment. Additionally, an Asset is a uniquely identifiable element with a financial value against which Facility Management activities can be recorded. Assets may share a hierarchical relationship wherein a building is defined as an Asset and elements within the building also are defined as Assets in a “parent-child” management and reporting relationship that usually occurs in a Computerized Maintenance Management System (CMMS).

- (2) **Component Renewal/Replacement** – The planned replacement of a component or system that will reach the end of its useful life based on condition and life cycle analysis within the facility’s lifetime. Examples of component renewals may include roof systems, utility components, pavement, and other major dynamic equipment. Additionally, renewal includes the deconstruction of the existing system or system components and replacement with a new system of equal capability and performance. These actions recur on a periodic cycle of greater than seven years and may include Statutory Mandated Corrective Measures necessary to attain code and regulatory compliant asset infrastructure and systems.
- (3) **Cyclic Maintenance** – Planned work activities that reoccur on a periodic cycle of greater than one year and less than or equal to seven years to sustain the serviceable life of an asset. Typical projects may include, but are not limited to, painting buildings, overhauling engines, and refinishing hardwood floors.
- (4) **Deferred Maintenance** – Facility Maintenance that was not performed when it should have been or was scheduled to be and which, therefore, is put off or delayed. Continued deferment of Facility Maintenance will result in deficiencies.
- (5) **Facility Condition Index (FCI)** – A measure of a facility’s relative condition at a particular point in time to other similar facilities. The FCI rating is a ratio of the cost of repair of the assets’ deficiencies (Deferred Maintenance, Component Renewal/Replacement that has been deferred, and immediate personnel hazard life safety repairs) divided by the Current Replacement Value (CRV) for the asset.
- (6) **Facility Maintenance** – The day-to-day activities as well as the planned work required to preserve Concession Facilities in such a condition that they may be used for their designated purpose over an intended service life. Facility Maintenance includes Preventive Maintenance, Cyclic Maintenance, and Repair. Facility Maintenance does not include Facility Operations, Component Renewal/Replacement or Capital Improvements. Facility Maintenance includes “routine, operational” maintenance.
- (7) **Facility Management** – Those activities of the Concessioner, including Facility Operations, Facility Maintenance, and Component Renewal/Replacement, necessary to maintain the Concessioner Facilities to the satisfaction of the Director pursuant to Section 9 of the Contract.
- (8) **Facility Operations** – Work activities performed on a recurring basis throughout the year that meet daily operational needs. Typical work performed under Facility

Operations includes janitorial and custodial services (housekeeping), snow removal, operation or purchase of utilities, groundskeeping, etc.

- (9) **Historic Structure** – Includes districts, sites, buildings, structures, and objects as identified in the National Historic Preservation Act that have been listed in or eligible for listing in the National Register of Historic Places.
- (10) **Personal Property** – Manufactured items of independent form and utility including equipment and objects solely for use by the Concessioner to conduct business. Personal property includes, without limitation, removable equipment, furniture and goods, necessary for Concessioner operations under the Contract. Personal Property is identified in the Asset inventory as either Concessioner property or Government assigned property.
- (11) **Preventive Maintenance (PM)** – Regularly scheduled periodic maintenance activities (within a year) on selected equipment, typically includes inspection, lubrication and minor adjustment.
- (12) **Repair** – Work to restore damaged or worn-out property to a normal operating condition. Repairs are curative, while Cyclic and Preventive Maintenance are preventative.
- (13) **Replacement** – Exchange or substitution of one asset, for another that has the capacity to perform the same function.
- (14) **Statutory Mandated Corrective Measure** – Modifications required to existing Assets to meet current regulatory and governmental requirements such as regulations and codes that may not have existed at the time of construction or acquisition. Mandated corrective measures include, without limitation, Americans with Disabilities Act (ADA) requirements, environmental requirements, and life/safety upgrades.

### 3) **Concessioner Responsibilities**

#### A) **General**

The Concessioner must perform all Facility Management activities to all Concession Facilities. The Concessioner must correct any deficiencies and complete this work on a timely basis to achieve the basic goals described in the most current Concession Management Guidelines, relative to all services required and authorized under the Contract.

- (1) *Maintenance Funding Source and Reporting Diagram.* Below is a diagram that summarizes how maintenance activities will be organized and their link to fund sources and reporting mechanisms, per this Maintenance Plan. The diagram outlines certain Concessioner performed and funded activities related to Facility Management, although not all have contractually required minimum amounts. There may be additional activities performed by the Service.

	Property	Activity		Fund Source	Planning & Reporting
FACILITY MANAGEMENT	REAL PROPERTY	FACILITY MAINTENANCE	PREVENTIVE (PM)	FACILITY MAINTENANCE EXPENSE*  (contractually required amount)	Annual Facility Maintenance Expense Plan
			CYCLIC (Recurring < 7 Years)		
			REPAIR		Periodic Preventive Maintenance Report (CMMS)
		COMPONENT RENEWAL/REPLACEMENT (Recurring > 7 Years)		REPAIR AND MAINTENANCE RESERVE* (contractually required amount)	Multiyear Real Property Repair and Maintenance Reserve Plan (and Monthly Reports)
		FACILITY OPERATIONS	Custodial	OPERATING EXPENSES	Annual Financial Report (AFR)
			Housekeeping		
			Grounds keeping		Pesticide Request Form / Use Log
	Waste				
PERSONAL PROPERTY	All Concessioner Activity		CONCESSIONER PERSONAL PROPERTY BUDGET	Personal Property Replacement Plan	

\*Minimum Amounts Specified in Contract

**(2) Standards of Performance for Facility Management**

(a) The Concessioner will conduct all Facility Management activities in compliance with NPS standards, DOI and NPS Asset Management Plans, manufacturer recommendations and/or specifications, and all Applicable Laws. In the event of a conflict between DOI/NPS Asset Management Plans, Applicable Laws, and the manufacturer's specifications, Applicable Laws will prevail.

(b) The Service approves equipment, materials, installations and procedures relating to structural fire prevention, protection and response. The Service will resolve any conflicts between codes or standards.

**(3) Environmental Practices.** The Concessioner will conduct Facility Management activities in a manner that has minimal environmental impacts. In all areas, the Concessioner will incorporate sustainable design practices to the maximum extent practical. The Concessioner will encourage companies and businesses it does business with, to provide cleaner technologies and safer alternatives to toxic and hazardous materials and to develop innovative technology.

(a) *Preventive Maintenance:* The Concessioner will use Preventive Maintenance to prevent environmental impacts before they occur.

(b) *Energy and Water Efficiency.* The Concessioner will consider energy and water efficiency in all Facility Management practices and integrate energy and water conserving measures whenever feasible. The Concessioner will install energy and water efficient products as practical, to replace less efficient products and to minimize energy and water consumption.

(c) *Equipment and Materials.* Where feasible and available, the Concessioner will use products or materials that are less toxic, contain post-consumer recycled content, are naturally or minimally processed products, and use other materials that have additional environmentally preferable attributes. The Concessioner will minimize use of hazardous chemicals in its operations.

- (d) *Contractors.* The Concessioner will encourage companies and businesses it does business with to provide cleaner technologies and safer alternatives to toxic and hazardous materials and to develop innovative technology.
- (e) *Purchasing.* The Concessioner must purchase environmentally friendly cleaners and other products whenever appropriate.
- (f) *Sustainable Design.* The Concessioner will incorporate sustainable design practices to the maximum extent practical. These practices must be consistent with the current Service guidelines, including but not limited to, National Park Service Guiding Principles of Sustainable Design (September 1993) and other approved guidance as provided to the Concessioner.
- (g) *Universal Design.* The Concessioner will incorporate universal design practices to the maximum extent practical.

**B) Environmental and Cultural Compliance.** Many of the Facility Management activities conducted by the Concessioner are subject to compliance processes under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other laws that allow the Service to ensure that all activities within the Area meet the requirements of Applicable Laws for natural and cultural resource protection.

- (1) *Exceptions.* The Concessioner may conduct Facilities Operations and certain Facility Maintenance (as agreed to by the Service and Concessioner) without further environmental and cultural compliance. These activities are covered by categorical exclusions for which no documentation is necessary.
- (2) *Project Review Process.* If the Concessioner proposes to undertake any Facility Management activity that will result in a modification to Concession Facilities, the Concessioner must follow the Zion National Park Project Review Process. This applies to both historic and non-historic structures.
- (3) *Categorical Exclusions.* Some activities are covered by categorical exclusions that require documentation under current Service policy.
- (4) If any exceptions to categorical exclusions under current Service policy apply, then an environmental assessment must be undertaken at the expense of the Concessioner under the direction of the Service.
- (5) *Historic Structures.* The Concessioner will perform repairs and maintenance of historic structures consistent with the *Secretary of the Interior's Standards for Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings*, the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes*, *The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings*, and with the National Historic Preservation Act of 1966, as amended. Additionally, the Concessioner will perform repairs and maintenance to maintain the historic character of the Bake Shop building (#HS-205 in Exhibit C) and Mattress Shed (#HS-87 in Exhibit C).

**(6) Non-Historic Structures.**

- (a) The Concessioner must work with the Service to develop a Programmatic Compliance Agreement within one year of the Contract effective date, which will generate appropriate NEPA Compliance approval for routine or frequent activities involving non-historic structures. This will likely include most Facility Maintenance Activities and certain Component Renewal/Replacement activities. The Concessioner and the Service will update this plan as needed.
- (b) NHPA compliance may also be required for alterations to non-historic structures located in the historic district. NHPA compliance may be covered under the Programmatic Compliance Agreement, but the Service will make this determination on a case-by-case basis.

**C) Computerized Maintenance Management System (CMMS).**

- (1) The Concessioner must fully develop, implement, and administer a CMMS and use it to track the condition and value of Concession Facilities in accordance with this Maintenance Plan and upon direction from the Service. The Concessioner must use the CMMS to record all Facility Maintenance and Component Renewal/Replacement activity performed on Concession Facilities. The Concessioner and the Service will jointly identify specific functional and technical requirements for the CMMS, with the Service having final approval.
- (2) The CMMS must identify and report the inventory of all Assets assigned to the Concessioner in accordance with Level II and Level III for “Services” of the American Society of Testing and Materials (ASTM) Designation E 1557 Standard Classification for Building Elements and Related Sitework Unifomat II.
  - (a) Work Activity Included in CMMS
    - Facility Maintenance
      - ◆ Cyclic Maintenance  $\leq 7$  Year Cycle
      - ◆ Preventive Maintenance
      - ◆ Repair
    - Component Renewal/Replacement
  - (b) Work Activity included in CMMS at the Concessioner’s discretion
    - Facility Operations
      - ◆ Custodial
      - ◆ Housekeeping
      - ◆ Grounds keeping
      - ◆ Kitchen grease and hazardous material and waste management
- (3) The Concessioner must track CMMS information and provide reports to the Service based upon a geographic hierarchy, of which an example is provided below:
  - Park wide



- ◆ Developed Area
  - Operational Location
    - . Building number
    - . Component (Uniformat II, Level II, and Level III for “Services”)
- (4) The Concessioner must provide the Service with maintenance information from the CMMS on a frequency dictated by Service needs (at a minimum on an annual basis) in an electronic format defined by the Service. Information may include, but is not limited to:
  - (a) Asset Inventory information and current Facility Condition Index
  - (b) Outstanding or deferred Facility Maintenance and Component Renewal/Replacement items and estimated costs to correct
  - (c) Dollars expended (by asset) on Facility Maintenance and Component Renewal/Replacement items
  - (d) The CMMS must be able to compute the Facility Condition Index
- (5) The Service will work with the Concessioner to define the specific requirements including data export formats, required fields and data structure, etc. during implementation of the CMMS.

#### **D) Plans, Reports and Inspections**

This Maintenance Plan requires a number of plans and reports. For the purposes of this document, the term “plan” will refer to written materials that outline the Concessioner’s expected actions and expenses for a future period. The term “report” refers to written materials that document Concessioner accomplishments and expenses during a defined historical period.

- (1) *Annual Inspections.* The Concessioner must conduct reviews and inspections of Concession Facilities to determine necessary maintenance work and to verify its compliance with Applicable Laws.
- (2) *Annual Facility Maintenance Expense Plan.* The Concessioner must provide the Service with an updated Annual Facility Maintenance Plan that covers all Concession Facilities and presents the planned Facility Maintenance activities for the next calendar year. This plan must include information sufficient to document the minimum expenditures required by Section 9(a) of the Contract. The Concessioner must deliver the plan to the Superintendent on or before November 15. The Superintendent will provide a written response within 90 days after receipt. This plan must include the following elements:
  - (a) *Inspection Procedures and Schedules.* The Concessioner will include an inspection plan that describes how the Concessioner will ensure that the Concession Facilities are maintained properly and that deferred maintenance items are corrected in a timely manner.

- (b) *Preventive Maintenance (PM) Procedures and Schedules.* The Concessioner will develop the PM procedures and schedules and include them in the plan. At a minimum, PM procedures and schedules will include detailed PM schedules for each building system (including, but not limited to, roofs, building envelopes and mechanical equipment) and adhere to manufacturers' recommendations. The PM procedures and schedules will adhere to manufacturers' recommendations. The PM procedures must describe the tasks that the Concessioner expects to perform during the next calendar year and those that it performed in the previous calendar year for comparative purposes.
- (c) *Cyclic Maintenance Schedules.* The Concessioner will include programmed cyclic maintenance items in the report. Typical items in this category include activities that the Concessioner executes at a frequency less than seven years, such as replacing carpet and paint.
- (d) *Repair Items*
- Scheduled Repair Items The Concessioner must develop a plan to schedule known repair requirements during the year, including those that may have been deferred.
  - Unscheduled Repair Items The plan must include a service call procedure and method to prioritize service calls for unscheduled maintenance items. Note: The Concessioner may perform emergency repairs without prior Service approval, with proper documentation to follow within one business day.
- (e) *Projected Expenditures.* The Service and the Concessioner will mutually agree upon the required level of detail for reporting projected expenditures. Total projected expenditures should exceed the contractual requirements presented in Section 9(a) of the Contract, which establish a minimum.
- (f) *Reported Expenditures.* In addition to the above information, the plan must include data from the previous year for each building based upon the reporting hierarchy described previously. The Concessioner must clearly document the PM, Cyclic Maintenance, and Scheduled and Unscheduled Repair activities that the Concessioner accomplished during the prior year and allow the Service to review these in conjunction with those activities that the Concessioner plans for the coming year. Indirect costs may not exceed local industry standards for similar expenditures. The Service will review the total reported expenditures for the prior year, in conjunction with the Annual Financial Report, to confirm that the Concessioner met the contractual requirements presented in Section 9(a) of the Contract.
- (3) *Multi-Year Real Property Repair and Maintenance Reserve Plan.* For the Repair and Maintenance Reserve obligation in Section 9(c) of the Contract, the Concessioner will provide the Service with an updated "Repair and Maintenance Reserve Plan" that covers all Concession Facilities. The Concessioner will update the Multi-Year Real Property Repair and Maintenance Reserve Plan as requested by the Service but no less frequently than once per year. The Concessioner will deliver the plan for the

following year to the Superintendent on or before November 15 with the exception of the first plan, which will be due within 6 months of the effective date of the Contract. The Superintendent will provide a written response within 90 days from receipt. The plan will include:

- (a) A forecast, by year, of projects that will use Repair and Maintenance Reserve funds for the next five years, or over the remaining life of the Contract, whichever is shorter.
  - (b) The Service may require the Concessioner to perform Component Renewal/Replacement at the end of its useful life or when the item presents a quality, safety, or environmental issue. When such a requirement occurs, the Concessioner will incorporate it into the Plan.
  - (c) Please see Supplement E-1 of this Exhibit, which provides additional procedures for Repair and Maintenance Reserve projects.
- (4) *Repair and Maintenance Reserve Status Reports.* The Concessioner must submit a monthly report on the status of projects funded by the Repair and Maintenance Reserve by the 15th of each month and an annual summary report by March 1st of the following year. Indirect costs may not exceed local industry standards for similar expenditures.
- (5) *Operational Evaluation.* The Concessioner will develop a timeline to cure noted deficiencies identified during the Service's operational evaluations.
- (6) *Personal Property Replacement Plan.* The Concessioner will provide the Service with its planned personal property replacement schedule for the next calendar year by November 15 of each year of the contract for review and approval. The plan will include the specifications, description of the item, estimated date of replacement, estimated replacement cost, expected life of replacement property, and expected salvage value of replaced personal property at time of replacement. Following approval of the plan, the Concessioner will coordinate with the Service as appropriate. The Superintendent will provide a written response within 90 days after receipt.

#### **E) Facility Maintenance Standards**

- (1) *Qualified Personnel.* The Concessioner will employ qualified personnel, as defined by Applicable Laws, to perform all Facility Management activities.
- (a) All personnel conducting Facility Management activities must have the appropriate skills, experience, licenses (as applicable), and certifications (as applicable) to conduct such work.
  - (b) For work conducted on historic structures, the Concessioner must use only qualified personnel and complete work in accordance with the Secretary of the Interior's Standards for Historic Preservation.
- (2) *Specifications.* Repairs or replacements will be done in accordance with Service specifications, industry standards, and applicable manufacturer's guidelines and are subject to Service approval.

- (3) *Service Construction and Capital Improvements.* From time to time, the Service will undertake and fund construction and Capital Improvements within Concession Facilities. The Service will work with the Concessioner to minimize impacts from these projects upon Visitor Services and Concessioner operations. The Concessioner must cooperate with the Service to achieve Service objectives and complete these projects in a timely and workmanlike manner.
- (4) *Painting.* Unless required more frequently per the manufacturer's recommendation, the Concessioner must repaint surfaces on a regular cycle, exteriors not less than once every five years, and interiors not less than once every seven years. The Concessioner will use paint products of a "best quality" from a major manufacturer and a type and color that is readily available on the open market. The Concessioner must obtain approval from the Superintendent for any changes to paint colors from the color range provided by the Service. Whenever feasible, the Concessioner must use reprocessed, low volatile organic content (VOC), latex coatings. If the Concessioner uses oil based paints, it must minimize solvent use by means of thinner settling and reuse if possible.
- (5) *Flooring.* The Concessioner must keep floors clean and free of litter and stains. Vinyl floor coverings must be clean, waxed or buffed, free of cracks, chips, and worn places. Masonry or flagstone grouting must be clean and in good repair. Wood floors must be clean and waxed or otherwise sealed.
- (6) *Carpet.* The Concessioner must keep carpeting clean, free of stains, and in good repair. The Concessioner must replace carpet in public areas at least every seven years, unless required more frequently per the manufacturer's recommendation. The Concessioner must replace carpeting in all areas as needed to maintain a clean and well-maintained appearance. The Concessioner must use carpet and carpet backing with recycled content and low VOC carpet mastic where feasible and appropriate.
- (7) *Interior.* The Concessioner must ensure that all interior spaces are clean, properly illuminated, and well maintained, including the following:
  - (a) The Concessioner must maintain walls and ceilings free of breaks and stains, with a fresh appearance.
  - (b) Windows must be clean and unbroken. Grouting must be clean and in good repair.
- (8) *Interior Lighting.* The Concessioner must maintain interior lighting as appropriate for its use.
  - (a) Where feasible and appropriate, the Concessioner will replace incandescent lights with energy conserving fluorescent lights and incandescent exit lights with light emitting diode (LED) lights.
  - (b) Where feasible and appropriate, the Concessioner will use photo and motion sensors for lighting systems.
- (9) *Exterior Lighting.* The Concessioner must develop an Exterior Lighting Plan that addresses installation and maintenance of directed lighting systems to provide minimum necessary lighting for nighttime walking in Concession Facilities.

- (a) The Concessioner must submit its draft Exterior Lighting Plan to the Service within one year after the effective date of the Contract. After its review and approval by the Service, the Concessioner must review and update it as needed or as requested by the Service.
  - (b) This plan must address options for preserving night skies, including lighting issues relating to Service star programs.
  - (c) The Concessioner must maintain lighting systems that provide adequate levels of lighting for safe nighttime walking in Concession Facilities. All exterior lights must be shielded to cast light downward only to the area of need, to minimize light dispersion to surrounding areas and to protect night skies.
  - (d) Construction or installation of additional path or parking area lighting may occur only with written permission of the Superintendent. Any new installations must incorporate state of the art technology.
- (10) *Exterior.* The Concessioner must maintain the structural and architectural integrity of Concession Facilities, including performing the following activities:
- (a) The Concessioner must inspect roofs on an annual basis to ensure that roofing materials are intact and free of deterioration that may affect structural quality, and that roofs are not jeopardized by adjacent vegetation or overhanging tree limbs.
  - (b) The Concessioner must ensure that gutters, downspouts, and roof drains remain attached to each of the buildings. The Concessioner must inspect and clean gutters, downspouts and roof drains at least annually or as necessary to maintain the system free of obstructions, clear and operational.
  - (c) The Concessioner must routinely inspect and maintain doors and windows to prevent moisture from causing deterioration of materials or structural damage to the building.
  - (d) The Concessioner must routinely inspect and maintain siding to prevent moisture from entering the building or causing deterioration of the siding material. The Concessioner must maintain the walls and trim of Concession Facilities in satisfactory condition.
  - (e) The Concessioner must inspect and maintain structural ventilation on at least an annual basis to permit air circulation as designed and to prevent the entering of wildlife.
  - (f) The Concessioner must inspect foundations and exterior walls on an annual basis to ensure they are structurally sound and maintain them to prevent settlement or displacement.
- (11) *Asbestos and Lead Paint.* The Concessioner will maintain health and safety standards in the presence of asbestos and lead paint in all Concession Facilities. The Concessioner will perform any repair or replacement of asbestos containing surfaces only following receipt of written approval of the Superintendent. The Concessioner will remove or encapsulate all surfaces with lead paint according to government approved specifications.

- (12) *Telephone.* The Concessioner will repair and maintain on-premises telephone equipment and wiring on the user side of the connections and panels.

## **F) Utilities**

The Concessioner is responsible for Contracting with independent suppliers to provide year-round telephone service, electrical service, and propane. The Concessioner is responsible for direct payment to these suppliers.

- (1) *Electrical.* The Concessioner will maintain all secondary electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, photovoltaic arrays, etc.) within the Concession Facilities including all fixtures (lamps, cords and equipment) affixed to secondary electrical lines.

- (a) The Concessioner will repair or replace all electrical system damage at its expense within Concession Facilities and damage occurring beyond the Concession Facilities that results from actions of the Concessioner, its employees, agents, or contractors.
- (b) The Concessioner will ensure that all electrical circuits under its control meet or exceed the standards of the National Electric Code.

### **(2) Water**

- (a) The Concessioner will maintain and repair the water system within the Concession Facilities. All work on water systems will comply with Applicable Laws including, without limitation, Utah Department of Environmental Quality (DEQ) requirements. This facility management will include, but not be limited to, fire lines (hoses), water pipes, water heaters, faucets, and spigots. The Concessioner will activate, deactivate, and winterize system components as necessary, as part of normal maintenance. The Concessioner will maintain and repair the water lines branching off from the main lines in the Concessioner's assigned areas.
- (b) The Concessioner will maintain back flow prevention devices as needed. The Concessioner will test back flow prevention devices annually, as required by the State of Utah. The Concessioner will provide a copy of the annual test report to the Area's Concessions Management Office upon completion.
- (c) The Concessioner will be charged for water usage from meters read at the following locations:
- Lodge Master Meter
  - Wylie Discharge Meter
  - Lodge Meter (Birch Creek)
- (d) The Concessioner will repair or replace any water system damage within its assigned areas and damage occurring beyond the Concessioner's assigned areas which results from actions of the Concessioner, its employees, agents, or contractors.

- (e) The Service is responsible for water treatment and distribution up to the meters. For repairs or additions, the Concessioner must notify the Concessions Management Office to ensure work is inspected for proper installation, repair, disinfection, and flushing of the water lines. Before work commences on water distribution systems, the Concessioner must obtain the approval of the Service and perform the work to according to Applicable Laws including, without limitation, Utah DEQ standards and National Plumbing Code construction specifications.
  - (f) Subject to the approval of the Superintendent, the Concessioner agrees to maintain water conserving features or irrigation system features when existing features need replacements. Water conservation in buildings includes using aerators on all sink faucets, low-flow shower heads (not exceeding maximum flow of 1.5 gallons per minute at 20 p.s.i. or 2.8 gallons per minute at 80 p.s.i.) and low-flow toilets (not to exceed 1.6 gallons/flush at 20 p.s.i. or 1.9 gallons/flush at 80 p.s.i.).
  - (g) Prior to opening any facility that has been closed, the Concessioner will thoroughly flush lines with potable water. After lines are flushed, the Concessioner will ensure a steady stream of water flows from spigots until demand creates a constant flow.
  - (h) The Concessioner must maintain approved back flow devices on all outside spigots.
  - (i) The Concessioner must test for leaks within its assigned area and repairing leaks.
  - (j) The Concessioner will provide the Service with facility occupancy dates for activation and deactivation of Service systems used by the Concessioner when opening and closing dates are submitted for approval to the Service.
- (3) *Sewer.* Within each assigned area, the Concessioner will maintain sewage disposal systems as follows:
- (a) Zion Lodge Area: The Concessioner will maintain all sewage disposal systems, grease traps and sewer lines within the buildings and all laterals, up to the point of connection with the main sewage collection manhole.
  - (b) Birch Creek Area: The Concessioner will repair/maintain and service (for example, pump) the plumbing and holding tanks including any pressure systems (e.g. booster pump, bladder tank, etc.) at building HS-86. The Concessioner will repair/maintain the existing water line from the building (HS-86) to the meter.
- (4) *Grease Traps.* The Concessioner will maintain the grease traps. The Concessioner will contract to have each of the grease traps pumped once a month with documentation provided to the Concessions Management Office upon request. The Concessioner must dispose of the grease outside the Area. The Concessioner will notify the Service within 24 hours in the event of a grease trap failure.
- (5) *Utility Work.* The Concessioner will coordinate with the Service to allow utility work to be completed prior to surface disturbance (repairing roads, etc.) except for routine or emergency repairs.

**G) Signs**

- (1) The Concessioner will maintain all signage and ensure the information is accurate. The Concessioner will replace any signs that have been defaced or removed within seven days unless the sign addresses a life safety issue, in which case the Concessioner will replace it immediately with a professional looking temporary sign.
- (2) The Concessioner will ensure that its signs comply with Service sign standards including but not limited to Director's Order 52, Park Signage. The Concessioner must submit plans for all new sign installations to the Superintendent for approval before installation. The Concessioner may not use handwritten or typed signs within Concession Facilities unless the Service approves exceptions. Public signs for which the Concessioner is responsible must be appropriately located, accurate, attractive, and well maintained.
- (3) The Concessioner will install, maintain, and replace all interior and exterior signs relating to its operations and services within the Concession Facilities. Examples of this responsibility are signs identifying the location of functions (when attached to Concessioner-operated buildings or on grounds assigned to the Concessioner), signs identifying operating services and hours, and signs identifying the Concessioner's rules or policies.

**H) Solid Waste**

- (1) *Litter Program.* The Concessioner will develop, promote, and implement a litter abatement program to include, without limitation, participating in Area-wide litter clean-up events, implementing litter clean-up days within assigned areas, and providing litter free messages on appropriate materials and in appropriate locations.
- (2) *Responsibilities*
  - (a) The Concessioner will be responsible for the collection of all litter and garbage within the Concessions Facilities and dispose of it at the proper county or other landfill areas. The Concessioner will keep the Concession Facilities free of litter, garbage, and abandoned equipment and vehicles.
  - (b) The Concessioner must remove all solid waste, including untreated wood and tree branches, from the Area at the Concessioner's expense and dispose of it outside the Area.
- (3) *Receptacles*
  - (a) The Concessioner will provide its own garbage cans and dumpsters in adequate numbers.
  - (b) The garbage cans and dumpsters must be bear/animal resistant, waterproof, vermin-proof, covered with working lids, and be of Service-approved colors.
  - (c) The Concessioner will keep all receptacles clean, well-maintained, and serviceable.



## **I) Recycling and Conservation**

- (1) *Recycling Program.* The Concessioner will participate in the existing recycling program that fully supports the efforts of the Service. The program will include, but not be limited to the following:

  - (a) Maintain earth tubs and oversee composting program
    - The Concessioner will maintain the two earth tubs in Birch Creek to reduce the amount of organic waste by-products (e.g., kitchen scraps) from going into trash receptacles.
    - The Concessioner must maintain the tubs to appropriate mixtures to reduce smell and ensure proper breakdown of materials added.
    - The Concessioner must store the compost generated from the earth tubs to not interfere with the horse concession operation and remove it from the site on a regular basis. The Concessioner may not store compost beyond the holding capacity of the existing bin or additional stock piles. The Concessioner promptly must address all concerns related to rodent or insect infestations resulting from the compost material.
  - (b) Provide collection bins, including in-room bins.
  - (c) Coordinate with the Service in the recycling program including, without limitation, the removal of all material from the Area and transporting to an authorized recycling center..
- (2) *Use of Recycled Products.* The Concessioner will implement a source reduction program designed to minimize its use of disposable products in its operations. Reusable and recyclable products are preferred over single-service items. Where the Concessioner must use disposable products, it may use only products that have the least impact on the environment. Use of post-consumer recycled products is encouraged whenever possible. The Concessioner will purchase and incorporate environmentally preferred products or services for use and for sale.
- (3) *Water and Energy Conservation.* The Concessioner will implement water and energy conservation measures for each of its operations. As new technologies are developed, the Concessioner will explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment. The Concessioner will implement practices to minimize the use of treated water for maintenance of landscaping. The Concessioner will work to attain the highest level of sustainability in all levels of operation.
- (4) *Alternative Fuel Vehicles.* The Concessioner will consider using alternative fuel vehicles where appropriate.

**J) Fuel Storage Tanks, Hazardous Materials and Hazardous Waste Program****(1) General**

- (a) The Concessioner will implement hazardous material reduction to minimize and work toward the elimination of hazardous chemicals in its operation.
- (b) The Concessioner will maintain health and safety standards and take necessary mitigation and corrective measures to assure healthy working and living environments in all Concession Facilities.
- (c) The Concessioner will designate appropriate employees to attend hazardous materials and waste management training as made available by the Service or through outside sources. Training will include Hazardous Communication Standard for employees who may be exposed to chemical hazards on the job site and Hazardous Waste Operations and Emergency Response Standard for employees who may be exposed to hazardous substances in certain specific job-related duties.

**(2) Above Ground Fuel Storage Tanks.**

- (a) The Concessioner is responsible for all above ground storage tanks (ASTs) including propane tanks within its assigned areas. All maintenance, testing, repairs, replacement, and fuel spill mitigation will be consistent with applicable regulations and codes. The Concessioner must keep sufficient absorbent materials to effectively immobilize any spills in close proximity to control the total volume of fluids contained within a tank. The Concessioner must notify the Zion National Park Dispatch Center at 435-772-0178 immediately of any fuel spill.
- (b) The Concessioner must obtain Service approval of all plans for any work involving above ground fuel storage tanks, tracer probes, monitoring wells, removal of contaminated soil, ground water remediation work, etc. The Concessioner must comply with all Applicable Laws regarding fuel storage tanks.

**(3) Hazardous Substances**

- (a) The Concessioner's Environmental Management Program (EMP) will include its approach to stopping, containing, and cleaning up hazardous substance spills and releases, whether incidental or non-incidental.
- (b) The Concessioner will notify the Zion National Park Dispatch Center at 435-772-0178 without delay when a release of hazardous or non-hazardous chemical or biological product occurs. The Concessioner must implement proper corrective, cleanup, and safety actions immediately.
- (c) Vehicles with a load rating greater than two tons should carry, at minimum, enough absorbent materials to effectively immobilize the total volume of fluids contained within the vehicle. Vehicles and operators transporting hazardous materials must be Department of Transportation (DOT) certified and/or registered. Operators must be knowledgeable of local emergency response and personal safety protocols.

## **K) Grounds, Landscaping, and Pest Management**

### **(1) General**

- (a) The Concessioner must perform the landscaping, grounds care (watering, mowing, weeding, planting, fertilizing, pruning, etc.) and improvement of the Concession Facilities, as shown on the maps in Exhibit C. The Service has a Cultural Landscape Plan under development. Once the Service approves that plan, the Concessioners responsibilities under this section must conform to that plan.
- (b) Within the land assignment, the Concessioner must maintain landscaping around structures and grounds to Service approved standards for wildland-urban interface clearing to ensure appropriate practices for vegetation plantings, defendable spaces between plantings and structures, and removal of hazardous fuels. The Area Fire Management Office and Concessions Mananagement Specialist will consult with the Concessioner to determine appropriate application of the standards within assigned areas. The Concessioner must accomplish initial clearing of vegetation within 12 months of the effective date of the Contract and continue to maintain landscaping to the approved standards. The Concessioner must dispose of refuse, debris, and salvageable material from clearing in adherence with Service regulations and policy. The Concessioner will develop and maintain defendable space between buildings and open areas (100 feet up slope from buildings, maintain 30 feet space of selected vegetation clearance), including application of Service-approved herbicides in selected areas to control invasive species.
- (c) The Concessioner, on an annual basis, must undertake activities, such as cleaning gutters to remove leaf and pine needle build-up, to reduce structural/wildland fire danger.
- (d) The Concessioner must place and daily clean cigarette receptacles in the Concession Facilities. Receptacles shall be tube-style rather than open sand style. The Concessioner must keep the Concession Facilities free and clear of safety hazards (broken glass, sharp objects, etc.) at all times.
- (e) The Concessioner, in consultation with the Service, will develop an Integrated Pest Management Program, (IPMP) that will define the nature and frequency of treatment, approved chemical lists, etc. The IPMP must be consistent with the IPM Service standard (“Understanding the National Park Service’s Integrated Pest Management Program” [at [www.planning.nps.gov/concessions/document/CoEMPGuidanceIPM.pdf](http://www.planning.nps.gov/concessions/document/CoEMPGuidanceIPM.pdf)]). The Concessioner will submit its IPMP to the Service for review and approval. The Concessioner may apply any herbicide or pesticide, or engage in any pest control or non-native species activity in buildings, residences, or in grounds/landscape materials only in accordance with the IPMP. The Concessioner must submit to the Superintendent on or before December 31 of each year a Pesticide Request Form requesting approval of anticipated pesticide use for the following year and a Pesticide Use Log which tracks the pesticide use for the current year.

- The Concessioner's control of weeds and pests by chemical and other means is subject to prior Service approval. The Concessioner will review specific issues with the Area's Integrated Pest Management Coordinator.
  - The Concessioner will exterminate pests within the Concessioner Facilities in accordance with Service approved Integrated Pest Management Program practices.
  - The Concessioner and employees will adhere to practices that tightly seal buildings and supplies, and maintain clean facilities, thereby reducing potential for wildlife becoming pests.
- (f) The Concessioner will conduct its business and daily activities in such a manner as to minimize adverse affects to the natural scene including, without limitation, the protection of native vegetation and control of erosion.
- (g) The Concessioner must contract with a licensed pest control contractor to inspect all Concession Facilities within one year of the effective date of the Contract and thereafter on a regular cycle of not less than once a year after the initial inspection. The Concessioner will submit a copy of the inspection reports to the Superintendent, upon receipt.
- (h) The Concessioner must emphasize water conservation in landscaping operations.
- (i) The Concessioner must take adequate steps to prevent the introduction and importation of exotic plants and species into the Area. To reduce the potential for introducing the spread of exotic species in the Area, the Concessioner will require all contractors to power wash large equipment (e.g., backhoes, tractors, etc.) prior to entering the Area.
- (j) The Concessioner will paint all fire hydrants with a Service approved color on a regular schedule.
- (2) *Hazard Tree Removal.* The Concessioner is responsible for hazardous tree removal, trimming care, and cleanup, but may not remove hazard trees from the Concession Facilities without the prior specific approval of the Service unless there is an imminent hazard. The Service will grant approval in accordance with the established Service policy for hazard tree removal. The Concessioner must remove trees promptly after receiving Service approval and dispose of salvageable material in accordance with Service regulations and policy.

#### **L) Roads, Trails, Parking Areas, and Walkways**

*General.* The Concessioner must maintain and repair all roads, sidewalks, trails, curbs, gutters, culverts, and stone retaining structures within the Concessioner Facilities. This includes parking area striping, asphalt and concrete repair, and debris clean up due to flood or wind related events. In addition:

- (1) The Concessioner must sweep, clean, and pickup litter in all parking areas and roadways.
- (2) The Concessioner must remove or treat, as appropriate snow and ice on all trails and walkways within the Concession Facilities.

#### **4) Concessioner Responsibility (By Land Use)**

##### **A) Lodging, Retail, and other Public Areas**

###### **(1) General Maintenance, Public Areas**

- (a) **Restrooms:** The Concessioner will maintain the restrooms to the following standards: no iron water stains; hardware and fixtures must be non-pitted and rust-free, sinks and toilets must be free of chipping and cracking, and all fixtures will be fully operational. The Concessioner will repair fixtures and equipment immediately upon notification of a problem. The Concessioner will leave no bathroom fixture out of order for more than 24 hours.
- (b) **Cleaning:** The Concessioner must maintain and clean all public areas at least twice per day. The Concessioner must keep the Concession Facilities free of mildew, soap buildup, dirt, litter, graffiti, clutter and debris at all times.

###### **(2) Personal Property Repair/Replacement**

- (a) **Case goods (bedroom furniture).** The Concessioner must maintain and repair case goods, such as bedroom furniture, to ensure a pleasant and safe guest experience. The Concessioner must repair any scratches or defacement of case goods or replace the piece of furniture prior to renting the room. The Concessioner must replace or refurbish all case goods at least every fifteen (15) years, based on current age and expected life cycle, or sooner if needed.
- (b) **Soft goods (textiles such as linen and draperies).** The Concessioner must clean soft goods and ensure they are free from any stains, holes, and tears. The Concessioner must keep an adequate inventory of replacement soft goods on hand in order to replace damaged soft goods prior to renting the guest room. The Concessioner must replace soft goods every five years, based on current age, or sooner if the condition warrants it.
- (c) **Mattresses:** The Concessioner must replace mattresses every ten (10) years, based on current age, or sooner if their condition warrants it.
- (d) **Safety:** The Concessioner must maintain and routinely test guest unit door locking devices to ensure effectiveness.

##### **B) Removable Equipment**

- (1) The Concessioner must maintain, service, and repair (per manufacturer's recommendations) all Concessioner operated appliances, machinery, and equipment; including parts, supplies, and related materials, and replace them as necessary.
- (2) The Concessioner must:
  - (a) Annually clean and inspect active chimneys and exhaust ducts;
  - (b) Inspect range/grill hoods monthly and clean as required;
  - (c) Inspect, clean, and tune boilers annually, or more often, as conditions warrant.

## **5) Service Responsibilities**

The Service will assist the Concessioner in its maintenance program by executing the following responsibilities subject to the availability of funds. .

### **A) Roads and Parking Areas**

On a pre-arranged cost reimbursement basis, the Service may perform all snow and ice control on all interior Roads and Parking areas within the Concessioner Facilities, including:

- (1) the employee entrance road and parking areas
- (2) the Western cabin complex
- (3) the access road and parking area in front of the A and B motel units
- (4) the North Parking area next to the main entrance to the Zion Lodge
- (5) the spur road leading to the storage shed in Birch Creek

### **B) Utilities**

#### **(1) General**

- (a) The Service repairs or replaces any damage occurring to all utility systems assigned to the Concessioner caused by actions of the Service.
- (b) The Service, or the utility company that has the easement, will be responsible for all utility systems running through the Concession Facilities.
- (c) The Service repairs roads, parking areas, trails, and walkways in areas that are disturbed by Service-related utility construction. In all other situations the Concessioner will make such repairs.

#### **(2) *Water and Sewer***

- (a) The Service assists the Concessioner with determining the location and identification of water and sewer lines.
- (b) The Service repairs water and sewer lines outside of the Concession Facilities.
- (c) The Service provides bacteriological monitoring and chemical analysis of potable water as required by all Applicable Laws. The Service performs major rehabilitation on the storage and distribution system.
- (d) If the Service needs access to a main within the Concession Facilities, the Service will restore the area of disturbance unless the Concessioner (including its employees and contractors) has caused the need to access the main.

### **C) Signs**

- (1) The Service provides and maintains regulatory, traffic control, or information signs that serve the interest of the Service; examples include information signs along roadways, directional signs along trails, and interpretive signing.
- (2) The Service installs, maintains, and replaces the main entrance signs and major junction signs.

**D) Grounds, Landscaping, And Pest Management**

- (1) The Service periodically monitors and identifies hazardous trees and wildland-urban interface clearance standards in the Concession Facilities.
- (2) The Service reviews the Concessioner's landscaping plans, provides standards as needed, reviews and approves proposed work, and monitors Concessioner landscaping projects.

**E) Exterior Fire Equipment and Fire Hydrants**

The Service maintains all fire hydrants on water mains within the Concession Facilities, including the maintenance, repair, replacement, and testing.

Approved, effective \_\_\_\_\_, 200\_\_

By: \_\_\_\_\_

Superintendent, Zion National Park

## SUPPLEMENT E-1

### REPAIR AND MAINTENANCE RESERVE PROJECT PROCEDURES

#### Introduction

This Supplement presents systematic procedures for the administration of projects funded out of the Repair and Maintenance Reserve within the Area. The Contract defines the purpose and scope of the Reserve Fund as well as the type and nature of eligible projects in Section 9(c).

Note that certain projects may require review under the National Environmental Policy Act (NEPA) of 1969, as amended. Projects within historic and culturally significant areas may require certain building management methods established under the National Historic Preservation Act (NHPA) of 1966, as amended. The Concessioner must ensure that all projects comply with codes and building requirements adopted by the Director, including without limitation and where applicable, the most recent International Building Code (IBC), National Fire Protection Association (NFPA) codes, the Americans with Disabilities Act (ADA) requirements, and National Park Service Management Policies.

#### Procedures

- 1) Roles and Responsibilities. The Concessioner is responsible for all aspects of project development and implementation. The Service will provide direction, authorization, and oversight via the Superintendent.
- 2) Multiyear Repair and Maintenance Reserve Plan Approval. The Concessioner will provide the Service at least annually with a Multiyear Repair and Maintenance Reserve Plan per Exhibit E. The Concessioner must obtain Repair and Maintenance Reserve Plan approval by the Superintendent prior to submitting any specific project for approval.
- 3) Project Approval. The Concessioner must provide formal written notice to the Superintendent of the intent to proceed with the planning and design of any project at least one year prior to the intended commencement date. The Concessioner will not proceed prior to receiving written approval from the Superintendent.
- 4) Project Planning and Design Approval: The Concessioner will submit a set of project Plans and Designs to the Superintendent for review and approval. The Concessioner will not execute any aspect of the project or contract for the execution of any aspect of the project prior to receiving written approval from the Superintendent. project Plans and Designs will include, at a minimum:
  - i) *Project Statement*: A copy of the project Approval, the designated Concessioner project supervisor, a description of the work, and the justification for the work.
  - ii) *Planning*: Documents as applicable such as those produced for NEPA and Section 106 compliance, concept design, preliminary design, or schematic design and related correspondence and documents.
  - iii) *Design*: Documents produced and decisions made during the design phase of the project such as drawings, renderings, schematics, or descriptions.



- iv) *Project Estimate and Schedule.* An estimate of the Total project Price and completion schedule before work begins based on the best information available identified during project planning and design.
  - v) *Certification of No Capital Improvement.* An analysis of the proposed project to ensure that no element of the project would qualify as a Capital Improvement, as that term is defined in 36 C.F.R. Part 51, Subpart G, eligible for Leasehold Surrender Interest. The Concessioner must certify that the project does not include the construction or installation of a Capital Improvement. The Service must review this certification to confirm that the project does not include any element that may be eligible for Leasehold Surrender Interest. The parties will resolve any concerns before the Superintendent approves the project. The Superintendent is not authorized to allow the Concessioner to construct or install any Capital Improvement to Concession Facilities.
- 5) Project Management: The Concessioner designated project supervisor will oversee the project and its completion. The Concessioner will submit to the Superintendent periodic activity reports, at a frequency agreed upon by the Concessioner and Superintendent prior to project commencement. A periodic activity report will, at a minimum:
- i) Summarize project activity by recording observations and decisions
  - ii) Identify project expenditures to date
  - iii) Lists any changes to the approved project Plans and Designs
  - iv) List any changes in Schedule and Total project Price
- 6) Project Change Approval: Changes during the work that require review and approval of the Superintendent include, without limitation, the following:
- i) Changes affecting natural, cultural, or historic resources
  - ii) Changes in designated visual appearance
  - iii) Changes in the interface with utility, road, or facility maintenance operations
  - iv) Changes in project scope
- 7) Substantial Completion Inspection: The Concessioner will notify the Superintendent that the project is substantially complete and request a joint inspection. The Concessioner and Service will develop a punch list of work items required to “close-out” the project. The Concessioner will not use the structure or structure area affected by the project until all punch list items are resolved.
- 8) Project Completion Report Approval: Upon completion of any project, the Concessioner must submit a project Completion Report to the Superintendent. The project Completion Report must include the Total project Cost; before-and-after photo documentation; warranties; operation and maintenance manuals, if required; all inspection and certification reports; as-constructed drawings, and other documents as requested by the Superintendent. Until receiving formal written project Completion Report Approval from the Area Superintendent, the Concessioner retains full responsibility for all project construction activity and liability for both completed and uncompleted work.